



Request for Proposals

(City Hall Rooftop Solar Array)

Description of Desired Services. The city of Cottonwood Heights, Utah (the “City”) owns and operates a municipal complex (“City Hall”) located at 2277 East Bengal Blvd., Cottonwood Heights, UT. The City is seeking proposals from qualified, licensed, commercial solar panel installation companies to assist the City in procuring and installing a rooftop solar array on City Hall, including providing such assistance as may be requested by the City in locating and applying for grant subsidies which may be available to offset the City’s costs, such as Rocky Mountain Power’s “Blue Sky” grant program. The City will review all proposals and may select a successful proposer based on its relevant experience (weighted 40%) and cost proposal (weighted 60%). The City reserves the right to accept or reject any or all proposals.

Project Conditions/Caveats. This project (the “Project”) has several conditions/caveats which shall be deemed to have been accepted by submission of a proposal that is responsive to this request (this “Request”). These caveats include:

- The successful proposer must agree to assist the City in locating and applying for grants and procurement funding assistance related to the Project. This will most likely include applying for the Blue Sky grant program and any other available grant programs approved by the City.
- The successful proposer must present Project information at one or more public meetings as the City deems necessary or desirable.

Proposal Content. Each of the following items shall be specifically addressed in the respondent’s proposal or a reason should be given for its omission:

- **Contact Information** – Provide the respondent’s name, address, phone number, and email address. Proposals should be signed by the authorized, primary contact of the respondent.
- **Qualifications and Relevant Experience** – Provide relevant qualifications (including proof of licensure) and examples of similar work completed by the respondent, including both similar solar panel installations and any involvement in locating and obtaining grant funding awards.
- **Proposed Costs** – Provide proposed costs for a rooftop solar array which offsets approximately 60% of City Hall’s annual kw/h usage (electricity bills will be promptly provided upon the respondent’s request). Costs shall be itemized by category, such as panels, inverters, installation, grant assistance, etc., in a manner that will allow the City to compare the proposed costs of competing proposals.

Submittal Requirements. Response should be no longer than three pages in length. Two copies of the response shall be submitted no later than 12:00 p.m. on Friday, 5 March, 2021, to:

City of Cottonwood Heights
Attn: City Recorder
2277 East Bengal Boulevard
Cottonwood Heights, UT 84121

Contract. The successful proposer will be required to enter into a comprehensive written agreement with the City for the Project. The City Attorney, working with the selected proposer, will draft such agreement based on negotiations, which will be in compliance with applicable laws, rules and regulations, and will contain such terms and conditions as the City reasonably may require. If the selected proposer and the City Attorney are unable to negotiate an acceptable agreement, then another proposer will be selected by the City and negotiation will continue with such other proposer until an acceptable agreement is completed.

Suspension of Process, Etc. The City reserves the right to reject (in whole or in part) any and all responses to this Request; to amend, modify or waive any requirement set forth in this Request; and to accept any response deemed to be in the best interest of the City, subject to legal requirements. Response to this Request is at the proposer's sole risk and expense, and the City shall not be liable for any cost associated with preparation by any party of any response to this Request. Although the City anticipates selecting one of the proposers, there is no guaranty that any proposer will be selected or that the Project will be commenced or completed by the City. The City also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award.

Miscellaneous. This Request and any resulting contract with the selected proposer shall be interpreted, construed, and given effect according to the laws of the State of Utah and all applicable ordinances of the City. No contract with the selected proposer may be assigned by the proposer, in whole or in part, without the City's prior written consent.

Attachments.

- Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$2,500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, including "tail coverage" for at least one year after completion of all services.

2. *Automobile Liability*: \$2,500,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.

3. *Worker's Compensation*: Worker's compensation limits as required by applicable law for all employees and other persons.

4. *Commercial General Liability*: \$2,500,000.00 combined single limit per occurrence for personal injury and property damage; \$2,500,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.

5. *Excess Liability*. \$5,000,000.00.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the "City"). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages*.

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. *Worker's Compensation and Employer's Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Best's' rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.